

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF NORTH CAROLINA  
CHARLOTTE DIVISION  
DOCKET NO. 3:16-cv-00233-FDW-DCK

ALLSTATE INDEMNITY COMPANY,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	
	)	DEFAULT JUDGMENT
DARRELL ANTHONY HOWARD,	)	
	)	
Defendants.	)	
	)	
	)	
	)	
	)	

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THIS MATTER is before the Court on Plaintiff's Motion for Default Judgment (Doc. No. 10). Upon review of the file, along with all affidavits and pleadings, and the Court being otherwise fully advised:

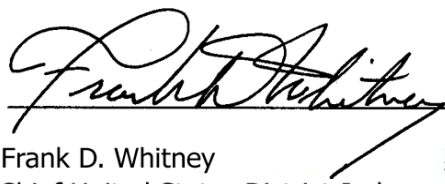
WHEREFORE, it is hereby ordered, adjudged, and decreed that,

1. This Court has jurisdiction over the subject matter of this action;
2. This declaratory judgment action was originally filed on May 13, 2016 by the Plaintiff seeking determination as to coverage under a North Carolina policy of homeowners insurance between the Plaintiff and Defendant (Doc. No. 1);
3. That personal service was had upon the Defendant;
4. That Defendant is under no disability and has failed to plead or otherwise appear in the time allotted by the Court;
5. That default has been entered against the Defendant (Doc. No. 9);
6. That all allegations of the Complaint are hereby deemed admitted by Defendant's failure to respond to the allegations of the Complaint;

7. That the Defendant made misrepresentations of material facts both during the application for the subject policy of insurance and during the Plaintiff's investigation of the subject claim; that Plaintiff has no coverage obligations for loss arising due to vandalism as a result of the vacancy of the property at the time of the loss; that Defendant has failed to cooperate with the Plaintiff in its investigation of the subject claim in violation of the terms and conditions of the subject policy of insurance; that Plaintiff has no coverage obligations due to Defendant's violation of the terms and conditions of the policy with regard to fraud and/or misrepresentation; that Plaintiff has no coverage obligations due to the fact that the subject loss resulted from the intentional acts of Defendant; and that Defendant has and/or had no insurable interest in the subject property;
8. That the conduct of the Defendant referenced herein voids the insurance policy *ab initio*;
9. That default judgment is granted against Defendant and in favor of the Plaintiff for all allegations of the declaratory judgment action and all relief sought therein; and
10. That all parties are to bear their respective costs of this action.

IT IS SO ORDERED.

Signed: September 21, 2016

  
Frank D. Whitney  
Chief United States District Judge

